



Recreational Facility Use Application

(Licence Agreement)

(return to City via mail, e-mail, or hand delivery)

Please type or print application. All sections must be completed. Any questions should be directed to the City of Mascotte, Public Works Department (352) 429-3341. Please return in person or email: larry.walker@cityofmascotte.com.

FEE SHALL BE PAID PURSUANT TO THE CITY OF MASCOTTE FEE SCHEDULE.

Applicant Name(s):
Property address and/or physical location requested for event:
Contact Person: Address: City/State/Zip: Phone: Fax : E-Mail:

STATEMENT OF PURPOSE AND INTENT

The City has certain public recreational facilities available for use by the public. The Applicant (hereinafter "User") desires to utilize facilities located within the City for the purposes set forth in this Agreement, and the City is willing to allow User to utilize said facilities in order to provide the opportunity to participate in recreational sports to Mascotte citizens and others.

NOW, THEREFORE, in consideration of the mutual Agreements and provisions contained herein, and for good and valuable consideration, the receipt and sufficiency all of which are acknowledged, the parties desire to be legally bound by the terms and conditions of this Agreement as follows:

1. **TERM.** This Agreement is for an annual term and shall commence on execution of this Agreement and terminate on September 30, 20_____.

2. **USE OF PROPERTY.** The City wishes to make its recreational facilities available for use to User, subject to the terms and conditions set forth herein. The User shall not deviate from its programs as set forth in this Agreement without the prior written consent of the City. The User's programs should be held during non-school hours. The City and the User acknowledge that the User will have priority use of the game and practice fields for the Users' fall and spring games and practice schedules that are initially submitted to and approved by the City prior to the start of each fall and spring season. The City and the User also acknowledge that any requests made by the



Recreational Facility Use Application

(Licence Agreement)

(return to City via mail, e-mail, or hand delivery)

User for game and practice fields submitted during a fall or spring season will be scheduled by the City on an as available basis.

3. OPEN PARTICIPATION, NON-PROFIT STATUS, AND ASSIGNMENT. This Agreement is conditioned upon User continuing to run its program in such a manner that User's activities are open to all eligible who wish to participate and User following the City's non-discrimination policy. Further, the User must operate as a non-profit corporation under the laws of the State of Florida. A Certificate of Incorporation and copy of the User's Bylaws must be supplied to the City within ten (10) days upon the City's request for same. In the event the User changes its eligibility policy or loses its status as a non-profit corporation, this Agreement shall be terminated immediately. Further, this Agreement may not be assigned or transferred in any manner by the User. This Agreement shall terminate immediately if the User assigns or transfers its rights under this Agreement.

4. FIELD USE COMPENSATION. For the use of the City's facilities, the User agrees to pay compensation to the City in accordance with the City of Mascotte Fee Schedule attached to Exhibit "A" and incorporated by reference into this Agreement. Said fees will be paid per season pursuant to the Fee Schedule guidelines which are adopted by Resolution and periodically are updated from time to time.

- 4.1 The User shall be responsible for collecting any and all fees necessary for a person to register and participate in its program. The User shall also retain copies of all receipts issued to registrants for the payment of said fees.
- 4.2 The payment of fees shall be paid to the City by no later than fourteen (14) days after the spring and fall seasons' official opening date, respectively. User shall simultaneously submit a complete listing of program participants, including their names and addresses. Failure to make payment of fees within the time prescribed shall result in a five percent (5%) late fee being added to the fee amount. The late fee shall be paid with the payment of required fees.
- 4.3 The City will assess fees for field usage for special pre- or post-season training, in(ter)(tra)-league tournaments (i.e., All Stars, Sting, and Select), district playoffs, and other game series beyond the normal scope of the regular season pursuant to the City of Mascotte Fee Schedule which is attached to Exhibit "A" of this Agreement.

5. UTILITIES. The User understands that the City may enact a future resolution or ordinance assessing fees for use of various ballfield utilities.

6. COMMUNICATION. The president of the User or their designee in their absence shall be the official spokesperson for communication purposes between the City and the User. Communication, information, or requests for services by User should be made to the Public Works Director or their designee.

7. DISORDERLY CONDUCT; SMOKING/CHEWING TOBACCO; ALCOHOL AND CONTROLLED SUBSTANCES. The User shall not permit any guests, invitees, employees, agents, or other program participants to engage in any disorderly conduct or criminal conduct while participating in any of its programs. The User shall promote good sportsmanship to all program participants. The use of alcoholic beverages or illegally controlled substances by program participants, guests, and the User prior to, during, or after any practice or game shall be



Recreational Facility Use Application

(Licence Agreement)

(return to City via mail, e-mail, or hand delivery)

strictly prohibited. Smoking and chewing tobacco is prohibited on all athletic fields, dugouts, and spectator bleacher areas.

8. STATUS CONFERENCES. At the request of the City, the User shall attend status conferences with the City for purposes of evaluating the status of any program. The date and time of the status conferences shall be by mutual agreement of the parties.

9. CERTIFICATION. Each manager, coach, and league official is encouraged to be certified in CPR and first aid. For youth leagues, at least one manager or coach per team is required to become certified by the National Youth Sports Coaches Association or other association approved by the Public Works Department. All managers, coaches, and league officials are encouraged to become certified by the National Youth Sports Coaches Association or equivalent association approved by the Public Works Department.

10. BACKGROUND CHECKS. The User shall provide criminal background checks for all league managers, coaches, assistant coaches, and league officials. The User shall provide proof of such background checks annually, no later than fourteen (14) days after each spring and fall seasons' official opening date. However, criminal background checks are not required to be conducted more than one time per year for returning managers, coaches, league officials, and others designated to work with children in the league.

11. INDEMNIFICATION AND HOLD HARMLESS. The User shall indemnify and hold harmless the City and its employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries, excluding workers' compensation claims (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post-judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from the User's use of the property or conducting its program under this Agreement. The City will not hold the User responsible for the acts and omissions of the City and its employees, officers, attorneys, and agents.

12. PUBLIC RECORD. It is specifically agreed that any record, document, computerized information and program, audio or videotape, photograph, or other writing completed by the User related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the City or the User. Any record, document, computerized information and program, audio or videotape, photograph, or other writing completed by the User may be subject to the provisions of Chapter 119, Florida Statutes. Upon request by the City, the User shall promptly supply copies of said Public Records to the City. Nothing contained in this paragraph shall require the disclosure of information that is exempt from public records disclosure pursuant to state or federal law.

13. GENERAL LIABILITY INSURANCE. For its programs, (including pre- and post-season training, inter-league tournaments, district playoffs, and other games series beyond the scope of the regular season when the User is playing on the City's fields) the User shall purchase and maintain at its own expense general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the programs performed by the User under this Agreement. Such insurance shall not cover any concession stand activities in which User engages.



Recreational Facility Use Application

(Licence Agreement)

(return to City via mail, e-mail, or hand delivery)

- 13.1 The insurance shall have minimum limits of coverage of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. All insurance coverage will be with insurer(s) licensed by the State of Florida to engage in the business of writing insurance. The City shall be named on the insurance policy as "additional named insured".
- 13.2 The User shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect under the policies, the expiration dates of the policies, and a statement that no insurance under the policies will be cancelled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provisions of the insurance required to be purchased, the City shall notify the User in writing of its objection within thirty (30) days of the date of delivery of the certificates and endorsements by the City. The User shall continuously maintain such insurance as required by this paragraph.
- 13.3 The User's insurance policy must cover visiting teams and other teams during inter-league tournaments (All Stars, Sting, and Select), district playoffs, and other game series beyond the scope of the regular season.

14. CERTIFICATES. Upon execution of this Agreement by the User, the User shall provide copies to the City of any and all licenses, competency cards, or certificates necessary for the performance of the User's programs.

15. MODIFICATION. Modifications of this Agreement shall only be made in writing signed by both parties.

16. MAINTENANCE. The User will be responsible for watering the infields prior to each game and will rake and tamp the infields after each game. The City will maintain fields for practices. The User shall be responsible for providing all equipment necessary for its programs. The User shall clean up and remove all equipment, trash, and debris brought to or purchased at the City facilities ("facilities" to include and not be limited to dugouts, bleacher area, restrooms, and parking lots) by the User and their guests, invitees, spectators, participants, and personnel. Clean up shall be completed as soon as practicable after each game or practice.

17. SCHEDULING AND USAGE OF FIELDS. All tryouts, special training sessions, game schedules, rain dates, playoffs, practices, All-Star games, tournaments, etc., must be submitted in writing at least three weeks prior to the first date requested and must be approved by the City prior to field booking.

- 17.1 Regular season games. All requests during regular season are to be specific regarding the total number of days and times requested per team, and shall include the name of each team, name of coach, and his or her daytime and evening telephone numbers. All scheduling of fields by the City will be determined by the number of registered participants. During regular seasons at least one (1) game and one (1) practice per team per week will be permitted in fall sport seasons, and two (2) games and one (1) practice per team per week will be permitted in spring sport seasons. Practices are not to exceed one and one-half hours (1 ½) during the regular seasons.
- 17.2 At the discretion of the City, fields may be closed for routine and scheduled maintenance. User will be timely notified of same.



Recreational Facility Use Application

(Licence Agreement)

(return to City via mail, e-mail, or hand delivery)

- 17.3 Failure to utilize any scheduled field after the third occurrence without twenty-four (24) hours' notice to the City will result in up to a termination of future requests.
- 17.4 All field lights will be turned off at 10:00 p.m. No field lighting will be provided past 10:00 p.m.
- 17.5 Special pre- and post-season training and tournament schedule requests will be considered pending field availability. A "tournament" is defined as an inter-league contest involving a number of teams who compete against each other in a series of games beyond the normal scope of the regular season (i.e., All Stars, Sting, and Select).

18. SAFETY PRACTICES. User will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property, on the City facilities.

- 18.1 User will be responsible for completing pre-game/practice field safety check. Any unsafe condition should be reported immediately to the City prior to the start of play. Commencement of play by User constitutes agreement as to the safety of the playing conditions. User should report all safety concerns to the City immediately. Any documentation by the User of pre-game inspections must be made available for review upon request by the City.
- 18.2 User will comply with all applicable safety laws, ordinance, rules, regulations, standards, and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury, or loss. User will act with diligence in preventing threatened damage, injury, or loss in an emergency affecting the safety of persons or property.
- 18.3 The City, at any time, may cancel, postpone, or delay any game or practice due to inclement weather, vandalism, emergencies, acts of God, hazardous conditions, or any other circumstance that the City deems could injure the participants or guests or damage the facilities. The City will give the User timely notification, if possible, in the event of cancellation. It shall be the responsibility of the User to advise its members of any facility cancellation.

19. ADVERTISEMENTS/BANNERS. The City may permit the User to display banners of various sponsors on field fencing. All banners shall be the same size as others at each respective field in order to maintain consistency. The User will properly maintain its banners and its mounting. The User shall remove all banners at the end of each season unless otherwise approved by the Public Works Department. Any signage found to be unsightly or mounted incorrectly may be removed by the City. All sign displaying information about the User may be installed with prior approval by the City and must be maintained by the User.

20. COMPLIANCE WITH LAWS. The User shall comply with all local, state, and federal laws and regulations that are applicable to the operation of its business and in the performance of its program. The User acknowledges and agrees that it will take any and all reasonable and prudent steps necessary to be informed and advised of all applicable local, state, and federal laws and regulations affecting its business and performance of its program.

21. LICENSE ONLY. This Agreement is a license for temporary use only and creates no possession of ownership interest in the User or exclusive use of any City facility. The term "User" is used in this document merely for descriptive convenience and in no way creates or implies any possessory interest whatsoever.



Recreational Facility Use Application

(Licence Agreement)

(return to City via mail, e-mail, or hand delivery)

22. THIRD-PARTY RIGHTS. This Agreement is not a third-party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this Agreement.

23. SEVERABILITY. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

24. GOVERNING LAW AND VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the trial courts located in Lake County, Florida, for state actions and Orlando, Florida, for federal actions.

25. ATTORNEY'S FEES. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties, the prevailing party in such litigation or controversy shall be entitled to recover from the other party all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

26. NON-WAIVER. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

27. NOTICES. Any notice, request, instruction, or other document which must be given in writing under this Agreement shall be deemed to be given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail; or when transmitted by facsimile or telecopy transmission; and addressed as follows (or to such other person or at such other address, of which either party shall have given written notice):

To City: City of Mascotte
Attn: Public Works Department
100 E. Myers Blvd.
Mascotte, FL 34753

To User: _____

28. TERMINATION. This Agreement may be terminated by either party with thirty (30) days written notice. If this Agreement is terminated by either party, the indemnification provision contained in subheading 13 of this Agreement shall remain in full force and effect for any claims, losses, damages, personal injuries, or liability which may occur under this Agreement. The User shall also immediately pay all compensation due to the City pursuant to the City of Mascotte Fee Schedule referenced in this Agreement.



Recreational Facility Use Application

(Licence Agreement)

(return to City via mail, e-mail, or hand delivery)

29. USER SIGNATORY. The undersigned person executing this Agreement on behalf of the User hereby represents and warrants that he or she has the full authority to sign the Agreement on behalf of the User and that he or she has the authority to fully bind the User to the terms and conditions set forth in this Agreement.

30. INTERPRETATION. The City and User have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

31. ENTIRE AGREEMENT. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or Agreements other than those expressed herein. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

32. SOVERIGN IMMUNITY. Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last signed by all the parties.

CITY:

USER: _____

CITY OF MASCOTTE

By: _____
City Manager

By: _____

Date: _____

Date: _____

Event	Resident	Non-Resident
Tournament deposit		
	\$400	\$400
Field Rental		
Per hour without lights	\$15	\$25
Per hour with lights	\$25	\$35
Organized League	\$175/team per season	\$175/team per season